

MA 18P 2402080000000000076
MODIFICATION

State of Maine



Master Agreement

Effective Date: 02/23/24

Expiration Date: 12/31/24

Master Agreement Description: Ballistic vest

Buyer Information

Sue Garcia 207-624-7338 ext. SUE.H.GARCIA@MAINE.GOV

Issuer Information

Melanie Peterson 207-626-3042 ext. melanie.peterson@maine.gov

Requestor Information

Bruce Scott 207-624-8946 ext. bruce.g.scott@maine.gov

Agreement Reporting Categories

Reason For Modification: Adding Level IIIA Ballistic Vest and Special 10"x12" Threats Plate as requested by Maine State Police and Maine State Game Wardens.

Authorized Departments

- 16A PUBLIC SAFETY
- 09A INLAND FISHERIES & WILDLIFE
- 03A CORRECTIONS
- 01A AGRICULTURE
- 13A MARINE RESOURCES
- 40A JUDICIAL DEPT

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000025487

Vendor Name

DCF Investigative Services, LLC

Alias/DBA

DCF L.E. Supply

Vendor Address Information

P.O. Box 44

Auburn, NH 03032
USA

Vendor Contact Information

David C. Flight
8002096858 ext.
david@dcflesupply.com

Commodity Information

Vendor Line #: 1

Vendor Name: DCF Investigative Services, LLC

Commodity Line #: 1

Commodity Code: 68008

Commodity Description: Ballistic vest

Commodity Specifications: Ballistic Vest.
Master Agreement for Ballistic Vests. Please see attachment for complete specifications made a part of this MA.

Commodity Extended Description: Master Agreement - Ballistic Vests

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
0		
Contract Amount	Service Start Date	Service End Date
0.00	02/23/24	12/06/24
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:

David Morris

5/23/2024

0A611AF6904F492...

Signature

Date

David Morris, Acting Chief Procurement Officer

Vendor DCF Investigative Services, LLC

DocuSigned by:

David Flight

5/23/2024

0E00002D0E05448...

Signature

Date

david Flight

Owner

Print Representative Name and Title

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form
<input checked="" type="checkbox"/>	Debarment, Performance, and Non-Collusion Certification
<input checked="" type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input type="checkbox"/>	Other – Included at Department's Discretion

RIDER A
Scope of Work and/or Specifications

BALLISTIC VESTS

COMMODITY ITEM: Bullet Proof Vest/body armor, see below for complete specifications.

AMENDING: Adding Level IIIA Ballistic Panels & special 10” x 12” special threats plate.

SCOPE: The Maine State Police intends to purchase approximately forty (40) units of body armor. Of this total, approximately five (5) shall be, by their cut, measure or design, accommodating / comfortable for female officers.

CONTRACT PERIOD: Immediately thru December 31, 2024. A one (1) year contract with four (1) year options for renewal will be issued as a result of this bid resulting in a total of a 5-year contract.

PRICES: Prices shown are to be net including transportation charges fully pre-paid by the contractor FOB destination. Prices are to remain firm for the duration of the contract.

QUANTITIES: It is understood and agreed that the contract will cover the **actual quantities** required by State Agency over the length of the contract.

DELIVERY: The Contractor will be responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

ORDERING PROCEDURE: Delivery Orders (DO) will be created in AdvantageME for all orders against Master Agreements (MA), unless the State of Maine Procurement Card is used for payment. Orders in the amount of \$5,000.00 or less will be e-mailed by the using agency to the Vendor as a .pdf file. Delivery Orders in amounts greater than \$5,000.00 will workflow to the Division of Purchases’ Buyers for approval and encumbrance. The Division of Purchases will e-mail the .pdf order to the Vendor.

PROCUREMENT CARD: State policy requires vendors to accept the State of Maine Procurement Card as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

EXTENSION OF CONTRACT: The Director of Procurement Services may, with the consent of the contractor extend the Contract period beyond the indicated expiration date.

CANCELLATION OF CONTRACT: The Division of Procurement Services reserves the right to cancel a contract with a thirty-day written notice OR cancel immediately if the contractor does not conform to terms and conditions and specifications of contract.

The State reserves the right to accept or reject any and all bids. Award will be made in the best interest of the State and in conjunction with the ordering agency. Specifications must be closely adhered to. Award will be made on basis of compliance with strict specifications.

MUNICIPALITY: A State law permits municipalities, political subdivisions and school administrative districts to participate in the State of Maine, bidding process. Please indicate below whether you would accept orders from such municipalities or districts at the bid price, or if not, under what conditions would you do.

YES - XX

SPECIAL NOTE: Other State Law Enforcement Agencies may wish to purchase from this contract. Please state if you are willing to supply the following departments at contract price:

Inland Fisheries & Wildlife: Maine Game Wardens

Marine Resources: Marine Patrol Officers

Department of Corrections: Correctional Officers

Admin. Office of the Courts: Court Officers

Municipal – Law Enforcement Agencies

XX- YES

DEPARTMENT OF PUBLIC SAFETY

MAINE STATE POLICE

Bullet Proof Vest Specifications November 6th, 2023

Made a part of this Contract

The Maine State Police intends to purchase approximately forty (40) units of body armor. Of this total, approximately five (5) shall be, by their cut, measure or design, accommodating/comfortable for female officers.

Each piece of armor or vest shall include the following:

1. One (1) set of ballistic panels (1 front & 1 back). These panels must be self-suspending both in the front and back in a manner that prevents sagging within the concealable inner carrier.
2. Two (2) washable concealable inner carriers with the option of light and/or dark colored fabric.
3. Each vest must come with one (1) soft plate at no additional charge.
4. One (1) special threat plate (STP) no smaller than 5" X 7" or larger than 5" x 8"
5. Each vest must have two (2) sets of shoulder straps.
6. Each vest must have two (2) sets of side straps that must be available in both wide and narrow options.

Optional:

7. One weight bearing/molle and laser cut style options, durable, Tactical/External Outer Carrier with high visibility lettering (STATE POLICE, WARDEN SERVICE, ETC.) on front and back of a dark colored carrier (dark blue, OD green, tan or black). Carrier must have rear drag strap, padded shoulder straps, molle attachment system, front and rear plate pockets to accommodate up to 10" x 12", mic tab(s) and ballistic suspension to prevent sagging and curling of panel. (Optional purchase).
8. One weight bearing/molle and laser cut style on the bottom and uniform pockets on the top, durable, tactical/external outer carrier with high visibility lettering with color options (STATE POLICE, WARDEN SERVICE, ETC.) on front and back of a dark colored carrier (dark blue, OD green, tan or black). Carrier must have rear drag strap, padded shoulder straps, molle attachment system, front and rear plate pockets to

accommodate up to 10" x 12" that securely harness each plate size, mic tab(s) and ballistic suspension to prevent sagging and curling of panel. (Optional purchase)

9. One (1) 8" X 10" special threats plate (STP) (Optional purchase)

10. One (1) 8" X 10" cut and rectangle rifle plate (Optional purchase)

11. One (1) 10" X 12" cut and rectangle rifle plate (Optional purchase)

12. Tactical/external outer rifle plate carrier with high visibility lettering with color options (STATE POLICE, WARDEN SERVICE, ETC.) on front and back of a dark colored carrier (dark blue, OD green, tan or black). Carrier must have, molle attachment system, front and rear plate pockets to accommodate up to 10" x 12" that securely harness each size, mic tab(s) and ballistic suspension to prevent sagging and curling of panel. (Optional purchase)

- 1) Contractor agrees to supply the same model of armor at the unit price cost of the above quantity ordered for an additional period of four-years after date of initial purchase for issue to new officers or replacement purposes.
 - a) Armor has been tested by an independent testing laboratory as part of the National Institute of Justice (NIJ) National Law Enforcement and Corrections Technology Center (NLECTC) body armor compliance-testing program and found to fully comply with the NIJ 0101.06 standard. These vests in compliance must be offered in sizes C1 – C5 in female and C2 – C5 in male. To further clarify a male or female vest in this context, we mean a vest by its cut, measure or design that must be accommodating/comfortable for a male officer and a vest by its cut, measure or design that must be accommodating/comfortable for a female officer while still maintaining NIJ 0101.06 compliance. This may include a gender-neutral vest if it meets all criteria.
- 2) Cuts must all have met the standard for NIJ 0101.06 to be considered in this bid process at the time of the bid closing.
- 3) Each unit of armor (ballistic panels) shall be new, unused, constructed of the highest quality materials, and shall:
 - a) Be constructed identically to the original model tested by NLECTC and found to comply with the minimum performance requirements for Threat Level II armor as specified in the NIJ 0101.06 Standard Requirements.

- b) Ballistic panel must have a weight equal to or less than .60 lbs. per square foot for a male or unstructured female vest or a weight equal to or less than .62 lbs. per square foot for a structured female vest.
- c) Be constructed to a thickness of not greater than .16”
- d) Ballistic panels must have an average Back face Signature (BFS) 9mm (new) at or below 33.6mm and .357 Mag (new) at or below 36.4mm
- e) Be constructed with 2 separate waterproof barriers to ensure superior protection against moisture and/or perspiration permeation.
- f) Ballistic panels must be labeled in accordance with the NIJ 0101.06 Standard Requirements, clearly identifying the exact manufacturer model, and if appropriate, style specified. The manufacturer may, at its option, include in addition a catalog number for supplier or distributor convenience, provided that such a number is properly identified and totally separate from the model/style designation line. Labels shall remain readable throughout the warranty period. Armor panels must be stitched along the entire outer perimeter to increase performance during edge shots.
- g) Be designed to accommodate a high degree of concealment and to be worn under normal street clothes.
- h) Provide adjustment for the chest, waist, and shoulders with the minimum relief under arms, neck, and shoulder necessary to prevent chafing of the wearer.
- i) Provide the greatest amount of ballistic coverage consistent with comfort and concealment. The general configuration will be the slip over vest type that provides full torso coverage including side coverage (full wrap). Vests that provide side protection solely by the front panel (front to rear wrap) will be rejected from the bid. Vest must be soft and pliable and remain that way for the duration of the warranty period. The vest shall not bunch up at the bottom of the carrier and then remain bent or disfigured once removed.
- j) Be designed in such a manner as to prevent the armor from “riding up” on the wearer during normal duty activities.

- k) Have no closure, fastener, or accessory attachment devices that are made of materials that present a “secondary projectile” or “ricochet” hazard if struck by a bullet.
- l) Be custom fit and made to measurements. Vendor must provide factory trained personnel (non-state employees) to take all measurements. Measurements and fittings will be done at a site, or sites, designated by the department. Vendor must be able to accommodate sizing at locations and times requested by the state, which may include nights, weekends and holidays. Body armor sizing must be completed within three (3) business days of notification.
- m) Initial order of vests must be delivered within 4-6 weeks of ordering after the vendor factory-trained personnel complete each of the measuring sessions. It is not expected that order will be placed at one time, but it is expected that an order will be communicated at the completion of each measuring session with the approval of Supply agent or designee.
- n) Be guaranteed for the fit of custom-measurements. Seller must agree to provide alterations or replacement free, until wearer is satisfied. Any vest issued that does not fit properly shall be returned to the distributor to be sent to the manufacturer for alterations at their cost. All such fit adjustments shall be performed in fourteen (14) days or less.
- o) Be packaged individually in a protective plastic bag and shipped in a specially designed protective cardboard box. Each bag shall have the officer’s name clearly marked for easy identification. The armor shall lie flat with the front panel laid over the back panel with the straps neatly attached.
- p) Be shipped in a shipping carton that shall have no voids or slack space that will allow crushing or distortion from stacking.
 - i) Each shipping carton shall contain a packing slip bearing the manufacturer’s name, commodity, quantity, lot number and serial numbers. The packing slip shall be easily identified and readily available. If attached to, or included within a carton, that carton shall be suitably marked to facilitate locating the slip.
- q) Be free from any defects affecting durability, serviceability, appearance, or the safety of the user. Workmanship and construction details, cutting, stitching, and finishing shall be in all cases in accordance with first-class commercial textile standard practices for the intended purpose.

- r) Each unit of armor provided by the bidder under this bid shall be warranted for a minimum of five (5) years to be free from all defects in materials and workmanship.
 - s) Each unit of armor provided by the bidder under this bid shall be warranted for a minimum of five (5) years to meet the ballistic and deformation requirements of the NIJ 0101.06 Standard Requirements.
 - t) Any armor exhibiting defects during the warranty period shall be replaced without cost, including freight, by the bidder and/or manufacturer.
- 4) Applicable Documents – The following third-party standards, specifications, documents, amendments and/or applicable parts of issues in effect on the date of contractual purchase, shall form part of this specification:
- a) Current National Institute of Justice NIJ 0101.06 Standard Requirements for Ballistic Resistance of Body Armor.
 - b) MIL-STD 662 E, V50 Ballistic Test for Armor
 - c) ISO 9001 Quality Assurance Certification
 - d) ANSI/ASQC-QC9000 Quality Standard
- 5) NIJ Certification: Proof of compliance must be submitted (letter of compliance issued by the NLECTC to the vest manufacturer that the armor proposed is in compliance with NIJ 0101.06 Standard Requirements certification for both male and female, as described above, for all sizes C1 – C5 female; C2 – C5 male.)
- 6) Each carrier shall be new, unused, constructed of the highest quality of materials and shall:
- a) Be labeled in accordance with the NIJ 0101.06 Standard Requirements.
 - b) Have the following specifications:
 - i) Four (4) 2” wide side straps, or two (2) 4” side straps for male vests and two (2) 3” straps for female vests.
 - ii) Side straps should attach front and rear outer shell by means of a hook and loop (Velcro®) for adjustment, comfort and ease of replacement.
 - c) Be dark or light in color. The coloring shall be permanent and not “bleed” onto other garments when washed. Color options will be made available to each wearer of the vest at the time of fitting.

- d) Carriers must be guaranteed against defects in workmanship for twenty-four (24) months from the date of purchase.
- 7) Liability Insurance – Manufacturer must have at least \$10,000,000.00 in product liability insurance and provide evidence of that with the bid.
- 8) Articles that were required for bid submission:**
- a) Cost Information – to be broken down by the following:
 - i) Armor cost
 - ii) Carrier cost per each carrier (light and dark)
 - iii) Special threat plate (STP) cost and description of capabilities
 - iv) Rifle plate cost and description
 - v) Tactical/External Outer Carrier cost
 - b) Armor, Inner Carrier, Tactical/External Outer Carrier & Trauma Insert Samples (soft insert, rifle, and STP) - samples of all items are required for evaluation and must be furnished without charge to the Purchasing Division (to be passed on to the department) at the time of the bid opening. Samples shall be clearly marked with the bid number and the bidder's name. The samples shall be a male, regular large and female regular medium and comply with labeling requirements described under 4(f) above. To further clarify this requirement, one vest by its cut, measure or design must be accommodating/comfortable for a male officer and one vest by its cut, measure or design must be accommodating/comfortable for a female officer while still maintaining NIJ 0101.06 compliance. The State shall determine if the vest meets their satisfaction of comfort.
 - c) NIJ test documentation - Independent laboratory testing showing compliance with the NIJ 0101.06 Standard Requirements for Bullet-Resistant Body Armor certification for all armor submitted.
 - d) NIJ 0101.06 Standard Requirements of Bullet-Resistant Body Armor V-50 Test Reports
 - e) Quality assurance documentation - A detailed copy of the manufacturer's quality assurance program.
 - f) Proof of Insurance – Proof of product liability insurance. Minimum acceptable limits are ten million dollars (\$10,000,000.00) coverage per incident.

- g) Statement of policy on replacing vests that have been subject to trauma inflicted from ballistics, traffic crash, and/or submersion due to events outside of the Departments control.
 - h) Guarantee/Warranty –
 - i) Any armor exhibiting defects during the warranty period shall be replaced, without cost, including freight, by the bidder and/or manufacturer.
 - ii) The manufacturer shall certify that all ballistic panels of an armor unit are warranted for at least five (5) years from date of delivery. The alteration of ballistic panels in any way shall render the warranty void.
 - iii) The carriers shall be warranted for at least twenty-four (12) months.
 - iv) Periodic wear evaluation program will be conducted for the entire five years of the vest life expectancy. One vest currently in use by the Department will be shot tested each year and the tested vest will be replaced with no cost to the Department.
 - i) Shipping Point - Vests are to be shipped to the Department's Central Supply location at the address below. Inside delivery is required.
- 9) Award will be made to the lowest price bidder whose bid fully meets the specifications contained herein and offers the best value to the State. The State of Maine reserves the right to accept or reject any or all bids.
- 10) It is understood that all specifications are minimums. Approved equals may be considered. The State of Maine reserves the right to accept or reject any and all bids that do not meet specifications and award however is in the States best interest. The State also reserves the right to consider alternates and determine equivalency. General feel, wearability, pliability, fit and other factors will be used by the Maine State Police to determine equivalency.

Department of Public Safety

Maine State Police Supply

36 Hospital Street

Augusta, ME 04330

The State reserves the right to add other similar items or commodities to the MA if it's in the State's best interest but does not obligate the State to purchase similar noncontracted items or commodities from the selected bidder.

**RIDER B
TERMS AND CONDITIONS**

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.

- 2. WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United

States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

22. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
- c. Scope of Work - If applicable
- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion

RIDER C
EXCEPTIONS

N/A

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION
VS0000025487	GH-EX02-II	DCF Investigative Services, LLC.	GH Armor Systems	GH-EX02-II	68008	One (1) set of ballistic panels (1 front & 1 back).
VS0000025487	GH-LPC	DCF Investigative Services, LLC.	GH Armor Systems	GH-LPC	68008	Two (2) washable concealable inner carriers
VS0000025487	GH-STP-5x8	DCF Investigative Services, LLC.	GH Armor Systems	GH-STP-5x8	68008	Each vest must come with one (1) soft plate
VS0000025487	GH-LEO-H2-5x8FC	DCF Investigative Services, LLC.	GH Armor Systems	GH-LEO-H2-5x8FC	68008	One (1) special threat plate (STP)
VS0000025487	Shoulder Straps	DCF Investigative Services, LLC.	GH Armor Systems	Shoulder Straps	68008	Each vest must have two (2) sets of shoulder straps.
VS0000025487	Side Straps	DCF Investigative Services, LLC.	GH Armor Systems	Side Straps	68008	Each vest must have two (2) sets of side straps
VS0000025487	GH-APB-M GH-APB-L	DCF Investigative Services, LLC.	GH Armor Systems	GH-APB-M GH-APB-L	68008	One weight bearing/molle and laser cut style options, durable, Tactical/External Outer Carrier
VS0000025487	GH-APB-UM GH-APB-UI	DCF Investigative Services, LLC.	GH Armor Systems	GH-APB-UM GH-APB-U	68008	One weight bearing/molle and laser cut style on the bottom and uniform pockets on the top, durable, tactical/external outer carrier
VS0000025487	GH-LEO-R3-8x10	DCF Investigative Services, LLC.	GH Armor Systems	GH-LEO-R3-8x10	68008	One (1) 8" X 10" special threats plate (STP)
VS0000025487	GH-306-1812-8x10	DCF Investigative Services, LLC.	GH Armor Systems	GH-306-1812-8x10	68008	One (1) 8" X 10" cut and rectangle rifle plate
VS0000025487	GH-306-1812-10x12	DCF Investigative Services, LLC.	GH Armor Systems	GH-306-1812-10x12	68008	One (1) 10" X 12" cut and rectangle rifle plate
VS0000025487	GH-HRN-	DCF Investigative Services, LLC.	GH Armor Systems	GH-HRN-	68008	Tactical/external outer rifle plate carrier with high visibility lettering
VS0000025487	GH-EX02-III A	DCF Investigative	GH Armor Systems	GH-EX02-III A	68008	One (1) set of ballistic panels (1 front & 1 back).
VS0000025487	GH-LEO-R3-10X12	DCF Investigative	GH Armor Systems	GH-LEO-R3-10X12	68008	One (1) 10" X 12" special threats plate (STP)

